

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

JOEL F. HOLUBAR and MARIANA H.
HOLUBAR,

Plaintiffs,

- against -

KENT KHOLBERGER, THE CHASE
FREEDMAN-FAMILY TRUST
and *M/Y CHEROSA*, *in rem*,

Defendants.

Civil Action Index No.: 03-CV-12404-NG

INITIAL DISCLOSURE

The Chase-Freedman Family Trust appearing on its own behalf and on behalf of Kent Kholberger, sued herein and named as an *in personam* Defendant and on behalf of the *M/Y CHEROSA*, sued herein and named as the *in rem* Defendant, through their attorneys Curtis Pfunder and Edward C. Radzik, submit the following as their initial disclosure pursuant to Rule 26(a) of the Federal Rules of Civil Procedure. This initial disclosure is being made wholly without prejudice to Defendants' defenses as set forth in their Answer. Defendants do not concede the competency, relevancy, accuracy or admissibility of the facts known by the listed witnesses or contained within the listed documents. Accordingly, Defendants reserve the right to object to the admission of such testimony or documentary evidence at the time of trial.

(A) The following individuals are believed to have information concerning the facts alleged in the Complaint:

1. Kent Kholberger, c/o Law Offices of Michael J. McHale, 2005 4th Avenue, Fort Lauderdale, Florida, Captain of the *M/Y CHEROSA* on August 24, 2001.
2. James Abbruzzi, c/o Chase Enterprises, 280 Trumbull Street, 24th Floor, Hartford, Connecticut, Mate of the *M/Y CHEROSA* on August 24, 2001.

3. Ian Morris, c/o Chase Enterprises, 280 Trumbill Street, 24thFloor, Hartford, Connecticut, Engineer of the *M/Y CHEROSA* on August 24, 2001.
4. Plaintiffs.
5. Individuals identified by Plaintiffs.
6. Cheryl Chase, c/o Chase Enterprises, 280 Trumbill Street, 24thFloor, Hartford, Connecticut, passenger aboard the *M/Y CHEROSA* on August 24, 2001.
7. Rhoda Chase, c/o Chase Enterprises, 280 Trumbill Street, 24thFloor, Hartford, Connecticut, passenger aboard the *M/Y CHEROSA* on August 24, 2001.
8. Various passengers aboard *M/Y CHEROSA* on August 24, 2001.
9. Captain John Dunphy of *M/V VIKING* on August 24, 2001.

Defendants state that discovery and investigation are on-going and they reserve the right to supplement this disclosure.

(B) A copy of, or description by category and location of, all documents, data compilation, intangible things in the possession, custody, or control of the party that are relevant to disputed facts alleged with particularity in the pleadings.

1. Certificate of Documentation, attached hereto.
2. *M/Y CHEROSA* logbook entries for August 24, 2001, attached hereto
3. Army Corps of Engineers' Response to Freedom of Information Act request.
4. Tapes of vessel traffic / radio messages of Cape Cod Canal on August 24, 2001.

(C) Insurance;

1. See Hull Policy Attached.

Defendants state that discovery and investigation are on-going and they reserve the right to supplement this disclosure.

EXPERT WITNESS:


Defendants will disclose expert witness when nominated pursuant to and in accordance with the Federal Rules of Civil Procedure.

Dated: Boston, Massachusetts
April 29, 2004

Respectfully submitted,

DONOVAN PARRY McDERMOTT & RADZIK
Attorneys for Defendants

BY:



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Certificate of Service

I certify that on this 29th day of April, 2004, I served a copy of the above document on counsel for plaintiffs as indicated below by U.S. mail.

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Edward C. Radzik





UNITED STATES OF AMERICA

DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

CERTIFICATE OF DOCUMENTATION

VESSEL NAME CHEROSA		OFFICIAL NUMBER 1059963	IMO OR OTHER NUMBER 477	YEAR COMPLETED 1997	
HAILING PORT WEST PALM BEACH, FL		HULL MATERIAL ALUMINUM		MECHANICAL PROPULSION YES	
GROSS TONNAGE 445 GT ITC 242 GRT	NET TONNAGE 133 NT ITC 183 NRT	LENGTH 129.1	BREADTH 25.0	DEPTH 7.3	
PLACE BUILT MORGAN CITY, LA					
OWNERS RHODA CHASE, BARRY PERCH, STANLEY N. BERGMAN, TRUSTEES OF THE CHASE- FREEDMAN FAMILY TRUST		OPERATIONAL ENDORSEMENTS RECREATION			
MANAGING OWNER RHODA CHASE, TRUSTEE %JAMES R BROCKWAY 157 CHURCH ST 19TH FLOOR NEW HAVEN, CT 06502					
RESTRICTIONS NONE					
ENTITLEMENTS NONE					
REMARKS NONE					
ISSUE DATE AUGUST 23, 2002					
THIS CERTIFICATE EXPIRES SEPTEMBER 30, 2003		DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER  			

CRUISING

Destination: Harbour Vineyard - Vineyard Haven

Port of Departure: Closter - Rocky Neck Date Fri. Aug. 24th

Port of Arrival: Vineyard Haven Date Fri. Aug. 24th

Guests Aboard Mr. & Mrs. C. I.

Friday
Aug. 24th

Estimated Time of Arrival: 1:15 PM

Time of Departure: 06:05 AM

Actual Time of Arrival: 11:00 PM

w/ & Stuart, 4 lady friends of

Weather Conditions: _____

Barometer: _____

Wave Height: _____

Wind: _____

speed

direction

Events to Remember: _____

C.C.C. checked into traffic 9:45 AM, under 10 kts to Hog Island. Sped up with other vessels, we were following "Sweet Distinction" who pulled away + Rusty Scupper (SS' Carver - Boston Mass) & two other Flybinder spent fishing boats blew by us in Cleveland Ledge Channel.

Notes to Remember: _____

11:35 AM officer Brennan contacted by phone after U.S.F. call for # what a complaint was made from a sailboat - wake caused damage to their boat.

Comments: _____

Mr. Chase on bridge threw whole canel. Tan + Tim also on bridge. Mr. Chase said not to worry, false activation. Guests happy & enjoying themselves.



Issued by Atlantic Mutual Insurance Company

AGREEMENT

This policy is a legal contract between you and us. We provide the insurance described in this policy in return for your premium and compliance with all applicable policy provisions. This coverage applies to a loss occurring while your yacht is stored or transported on land or while your yacht is afloat and within the policy navigational limits.

DEFINITIONS

Throughout this policy, we use words in their plain English meanings. You and your refer to the **named insured** shown on the Declarations Page and a spouse living with the **named insured**. If a company or corporation is shown as a **named insured**, you and your also means that company or corporation. We, us, and our refer to the **Company** providing this insurance. In addition, other words and phrases are defined as follows:

Policy means your Marine Contract and its most recent Declarations Page and Endorsement page(s) issued to you.

Yacht means any vessel you own, its hull, spars, sails, machinery, furniture, tenders, dinghies, and personal watercraft used with and taken aboard the yacht, and all other fittings and equipment on board used for the safe operation or maintenance of the vessel and for which an amount of coverage is indicated on the Declarations Page and/or Endorsement page(s).

Personal Watercraft means any vessel less than 13 feet in length designed to be operated by a person or persons sitting, standing, or kneeling on the vessel rather than within the confines of a hull.

Policy Number: 000 000 000

Covered Person means you, a household family member, any captain and crew employed by you, or any other person or legal entity using your yacht with your prior permission. It does not include any person or legal entity operating (or employed by) a marina, shipyard, sales agency, or other similar business.

Property Damage means physical loss or destruction to tangible property excluding money, stocks, bonds, mortgages, or other similar instruments.

Bodily Injury means physical bodily harm, including resulting sickness or disease, and required care and resulting death.

Navigational Limits: The Navigational Limits of this policy include:

1. the navigable, coastal/tidal waters of the Atlantic Ocean and the Gulf of Mexico between Newfoundland Island, Canada, and Cabo Catoche, Mexico including Bermuda and the Bahamas.
2. the navigable, coastal/tidal waters of the Caribbean Sea not east of 58 degrees west longitude nor south of 10 degrees north latitude with an extension to include the San Blas Islands, Panama.
3. the navigable, coastal/tidal waters of the Pacific Ocean between Seward, Alaska, and 10 degrees north latitude.
4. the navigable, inland waters of the United States and Canada.

These Navigational Limits **exclude** transit of the Panama Canal and the navigable, coastal/tidal waters of Cuba, Haiti, Guatemala, Nicaragua, Colombia, and El Salvador.

PROPERTY DAMAGE COVERAGE: SECTION A

Coverage Provided: We provide coverage for accidental, direct physical loss or damage to your yacht except as specifically stated or excluded in this policy. The amount of Property Damage Coverage for your yacht is shown on the Declarations Page. The Deductible Amount shown on the Declarations Page applies to each occurrence unless another deductible applies. The deductible for a lightning strike is equal to twenty-five percent (25%) of the Deductible Amount shown on the Declarations Page. If our loss payment exceeds fifty percent (50%) of the Amount of Insurance or if the loss or damage is caused directly by yacht yard personnel, caused by a manufacturer's defect, caused by fire originating away from your yacht or resulting from a collision caused by another vessel, no deductible will apply. ✓

Tenders, dinghies, personal watercraft, and the electronic navigational equipment for your yacht are not subject to a deductible.

Payment for a Loss: If your yacht is partially damaged due to a covered loss, we will pay up to the amount of Property Damage Coverage shown on the Declarations Page, without depreciation, for repair or replacement, whichever amount is less, with items of like kind and quality. However, we will pay no more than the actual cash value at time of loss for the following items over 5 years of age: sails, outboard motors, protective covers, tenders, dinghies, and personal watercraft.

If your yacht is totally destroyed or lost for more than 30 days, we will pay the amount of coverage shown on the Declarations Page. This amount will be reduced by any amount we paid for a previous loss if the repair was not completed at the time of total loss. We consider the yacht a total loss when the cost of recovery and repair exceeds the amount of Property Damage Coverage shown on the Declarations Page. We reserve the right to elect taking possession of the remains of any insured vessel and property or the sale proceeds.

Policy Number: 000 000 000

Exclusions: We will not provide Property Damage Coverage for any loss or damage caused by or resulting from wear and tear, electrolysis, lack of maintenance, deterioration, or fiberglass blistering.

✓ **Loss Expense:** We will pay up to the amount of coverage shown on the Declarations Page of this policy for any reasonable costs and salvage expenses you incur or may be obligated to pay in minimizing a covered loss and preventing additional loss or damage.

We will also pay up to \$5,000 for any reasonable living expenses you and your crew may incur while at the loss site in minimizing a covered loss and preventing additional loss or damage.

Loss Expense payments are not subject to a deductible.

Bottom Inspection: We will pay the necessary and reasonable costs of inspecting your yacht below the waterline after a grounding or the striking of a submerged object even if no damage is found. No deductible will apply.

Commercial Towing/Emergency Service: We will pay up to the amount of coverage shown on the Declarations Page for the following reasonable costs you incur due to an emergency situation when your yacht is away from a safe harbor:

1. towing to the nearest facility where proper repairs can be made
2. emergency labor at the breakdown site
3. delivery of fuel, oil, battery, or repair parts (excluding payment for the cost of these items)

This coverage is excess of other collectable insurance and not subject to a deductible.

Operating Other Vessels: We provide coverage for your use of another vessel which is neither owned nor chartered by a covered person and used by you with the prior permission of its owner. This coverage is limited to the amount of coverage shown on the Declarations Page of this policy.

Moped, Motorbike, Motorcycle, or Bicycle: We cover loss due to direct physical damage to your moped, motorbike, motorcycle, or bicycle while they are on board your yacht. Our payment is limited to actual cash value at time of loss and excludes any loss caused by operational use. This coverage is subject to a \$250 deductible.

Imminent Danger: We provide coverage for loss or damage to your yacht while assisting another yacht in imminent danger. We also provide coverage up to \$50,000 for loss or damage to another yacht while assisting your yacht in imminent danger. Imminent danger payments are not subject to a deductible.

We will not provide imminent danger coverage if you or another yacht charge a fee for such services.

LIABILITY COVERAGE: SECTION B

Coverage Provided: We provide bodily injury, property damage and pollution or contamination coverage if a covered person becomes legally obligated to pay such sums as a result of the ownership, use or maintenance of your yacht.

Limits of Liability: The amount of Liability Coverage for your yacht is shown on the Declarations Page. This amount is the most we will pay for all losses or damage from any one accident or occurrence or any series of accidents or occurrences arising out of the same event. We will pay no more than this amount regardless of the number of vessels involved, the number of covered persons involved, or the number of claims made.

Exclusions: We will not provide Liability Coverage for:

1. your liability to your spouse or other persons residing in your house
2. liability of other covered persons to you
3. governmental fines or penalties (except as covered under Coral Reef Coverage in this Section).

Wreck Removal: If you are legally required to raise, remove, or destroy the wreck of your yacht, we will pay up to the Liability Coverage limits shown on the Declarations Page for this action.

Jones Act/Maritime Law/Death on the High Seas: We provide coverage for your liability to your paid crew as required by the Jones Act, general Maritime Law or Death on the High Seas Act.

Operating Other Vessels: We provide coverage for your use of another vessel which is neither owned nor chartered by a covered person and used by you with the prior permission of its owner. This coverage is limited to the amount of coverage shown on the Declarations Page of this policy and does not increase our limit of Liability Coverage.

Coral Reef Coverage: We provide coverage to any coral reef which is damaged by your yacht. We also provide up to \$50,000 coverage for payment of any governmental fine or penalty incurred by you for any one accident or occurrence or any series of accidents or occurrences arising out of the same event.

Crew Wage Continuation: We provide wage continuation coverage for your crew if they are unable to perform their yacht duties as a result of a medically certified cause. We will pay up to 15 days of wage continuation for any one crew member. Our payment will be excess over any valid and collectable payment provided under the Jones Act or general Maritime Law.

Marina as Additional Insured: We provide coverage for the marina, yacht yard, or yacht club which stores, repairs, or berths your yacht. Our coverage is limited to liability which occurs only as a result of your negligence in the safe operation, maintenance, mooring, berthing or use of your yacht. We will not waive our rights against any person or entity for their liability for any loss to your yacht.

MEDICAL PAYMENTS COVERAGE: SECTION C

Coverage Provided: We provide coverage for necessary medical service expenses resulting from bodily injury and caused by an accident while boarding, on board, or leaving your yacht. Medical expenses means the reasonable charges for medical, repatriation, first aid, x-ray, funeral, hospital, dental, surgical, professional nursing service, ambulance, and prosthetic device expenses. These expenses must be incurred within three years of the accident.

Exclusions: Except for a paid crew member, we do not provide Medical Payments Coverage for:

1. bodily injury to anyone eligible for benefits from any state or federal compensation law or act
2. trespassers boarding, on board, or leaving your yacht

Payment for a Loss: We will pay up to the amount of coverage for Medical Payments shown on the Declarations Page. This amount is the most we will pay for all covered expenses of each injured person as a result of any one accident or series of accidents arising out of the same event.

When we make a payment under this Section, it is not an admission of any liability by you or us.

Policy Number: 000 000 000

Policy Number: 000 000 000

LONGSHORE AND HARBOR WORKERS' COMPENSATION COVERAGE: SECTION D

Coverage Provided: We provide coverage for your liability under the provisions of the Federal Longshore and Harbor Workers' Compensation Act.

This coverage is effective only when insurance is provided under the Liability Coverage section of this policy.

PERSONAL PROPERTY COVERAGE: SECTION E

Coverage Provided: We provide Personal Property Coverage for you, your guests and your crew while these items are on board your yacht. Personal Property means fishing tackle, clothing, sports equipment, personal computer hardware, and other personal effects.

Exclusions: We will not provide Personal Property Coverage for any loss or damage to money, travelers checks, jewelry, watches, or any valuable papers or documents nor do we cover loss or damage caused by atmospheric changes or mysterious disappearance.

Payment for a Loss: We will pay up to the amount of coverage shown on the Declarations Page to repair or replace covered Personal Property with items of like kind and quality. This amount is the most we will pay for any covered loss resulting from any one accident or series of accidents arising out of the same event. Our payment is not subject to a deductible.

Firearms Confiscation: We provide coverage for any confiscation and subsequent loss of your registered firearms in a foreign country. The amount of this coverage is limited to \$5,000.

Fine Arts: We provide coverage for your Fine Arts items while they are on board your yacht. Fine Arts means works of art owned by you. The amount of this coverage is limited to \$50,000 per occurrence, \$5,000 per item and subject to a \$500 per occurrence deductible. We do not cover losses caused by wear and tear, deterioration, atmospheric changes, rust, wet or dry rot, or mysterious disappearance.

Fishing Tackle: We provide coverage for the reasonable cost to repair or replace fishing tackle owned by you, your guests and your crew while these items are on board your yacht. The amount of this coverage is equal to the Amount of Insurance shown for Section E, Personal Property or \$50,000, whichever is less.

Passport Coverage: If you lose your passport while you are on board your yacht, we will pay reasonable travel, accommodation and delivery expenses you incur in obtaining a replacement passport. You must notify your country's consular office within twenty-four (24) hours of the loss.

UNINSURED/UNDERINSURED BOATER COVERAGE: SECTION F

Coverage Provided: We provide coverage for any bodily injury accident occurring on board your yacht when you or your guest are legally entitled to collect from an uninsured/underinsured owner or operator of another vessel. An uninsured owner or operator means any person who operates an uninsured vessel, any uninsured person who is legally responsible for the accident or any person who cannot be identified. An underinsured owner or operator means any person who operates a vessel or is legally responsible for the accident and whose liability limits are lower than the Uninsured/Underinsured Boater limits shown on the Declarations Page.

Exclusions: We will not provide Uninsured/Underinsured Boater Coverage:

1. for any claim settled with a third party or any judgment for suit with a third party without our written consent
2. for any uninsured vessel a covered person owns, charters, or uses
3. for any covered person using a vessel without prior permission

Payment for a Loss: We will pay up to the amount of coverage for Uninsured/Underinsured Boater shown on the Declarations Page. This is the most we will pay for any one accident or occurrence or any series of accidents or occurrences arising out of the same event. We will pay no more than this amount regardless of the number of vessels involved, the number of covered persons involved, or the number of claims made.

GENERAL CONDITIONS

Policy Changes: This policy contains all of the agreements between you and us. Any change to these agreements must be issued by us in writing.

Policy Period: The effective dates of your yacht insurance coverage are shown on the Declarations Page. Coverage begins at 12:01 a.m. (local time at the mailing address shown) and applies only to an accident or loss occurring during the policy period.

Concealment, Fraud or Misrepresentation: All coverage provided by this policy will be void from inception if you or any covered person has intentionally concealed or misrepresented any material fact relating to this insurance, whether before or after a loss.

Policy Renewal/Nonrenewal: If we agree to renew your yacht policy on its anniversary date, the renewal premium, policy provisions, and guidelines will be those in effect on that date. You may accept our renewal terms by paying the required policy premium on or before the starting date of the renewal period.

If we decline to renew your yacht policy, we will notify you in writing. Notice will be mailed to your last mailing address known to us.

Cancellation:

1. You may cancel this policy at any time by returning it to us or our authorized agent, or by notifying us in writing of the future effective date of cancellation.
2. We may cancel this policy by notifying you in writing of the effective date of cancellation, which will be at least 15 days after mailing, and the reason for cancellation. Notice of our cancellation will be mailed to your last mailing address known to us and we will obtain a certificate of mailing.
3. Policy cancellation return premiums, if any, will be calculated on a pro-rata basis.

Conforming to State Law: If any provision in this policy is in conflict with any applicable state law, that state law will apply.

Transfer of Interest: Coverage under this policy will terminate when you sell, assign, transfer, or pledge your yacht unless we give prior written consent.

Legal Action Against Us: You agree not to bring legal action against us unless:

1. there has been compliance with all of the provisions of this policy

Policy Number: 000 000 000

2. the action is initiated within one year from the date of our declaration of loss
3. a proof of loss is filed and the loss amount has been determined
4. under Liability Coverage: Section B, the covered person's obligation is determined by a trial and final judgment or by written agreement among us, you and the claimant.

Other Insurance: If there is other insurance for a covered property damage loss under this policy, we will pay only the portion of loss our applicable amount of insurance bears to the total of all other insurance covering the loss. If there is other insurance for a covered liability loss under this policy, our liability coverage will apply only as excess to other insurance covering the loss.

Appraisal: If we fail to reach agreement with you on the amount of loss, either you or we may make a written demand for an appraisal of the loss. Within 20 days after the demand is received, both sides will select a competent, impartial appraiser. The two appraisers will review the loss and if they come to an agreement, that agreement will be the amount of the loss.

If the two appraisers do not agree, they will select a competent, impartial umpire or ask a judge of a court having jurisdiction to select an umpire. Each appraiser will submit a written report to the umpire. The decision of the umpire will be the amount of the loss.

Each side will pay its appraiser and contribute equally to the umpire's pay and other expenses.

Intentional Acts: We do not provide coverage for any loss or damage intentionally caused by a covered person or at the direction of a covered person.

Broadening Coverage: If we broaden the insurance coverage provided by this policy form without additional premium, the broader coverage will apply.

Held Covered: If your yacht unintentionally navigates beyond the Navigational Limits shown in your yacht policy, the policy will remain in effect. You must give us written notice within ten days of the Navigational Limits breach and pay any additional premium for the coverage extension.

Hijack/Kidnap: If your yacht is hijacked and/or you are kidnapped, we will pay up to \$10,000 for professional negotiation expenses incurred within twenty (20) days from the event.

Search and Rescue: If a covered person is lost overboard from your yacht, we will pay up to \$10,000 for any search and rescue expenses you incur.

Substitute Yacht: If your yacht is out of commission from a covered loss and, due to matters beyond your control, cannot be repaired and available for your private pleasure use for at least 10 consecutive days from the date of loss, we will pay up to \$25,000 for your charter of another yacht of similar configuration, value, and length to your yacht. We will not provide this coverage when your charter of the other yacht is for any purpose other than replacing your out-of-commission yacht for your exclusive use.

Charter/Exhibition/Demonstration: We provide coverage while your yacht is on charter. The interests of any charterer of your yacht are included as an additional insured. We also provide coverage when your yacht is exhibited at a recognized boat show and when your yacht is being navigated for demonstration purposes.

Under this coverage clause, you warrant that all required licenses, permits and certificates regarding the operation of your yacht are in full force and a qualified captain will navigate your yacht and be in command at all times. Failure to comply with this warranty will void all coverage provided by this policy.

Breach of Charter: We provide coverage for loss or damage caused by a breach of any warranty contained in this Marine Contract by a charterer provided such breach does not violate any applicable law and is not committed with a covered person's knowledge and/or consent.

Newly Acquired Vessel: We will cover your new ownership of any vessel which is under 39' in length and having a maximum speed of 65 mph. However, you must request insurance coverage from us for your newly acquired vessel within 30 days of the date you acquired ownership and pay any additional premium required. For this coverage, the Physical Damage Deductible is \$1,000 and the amount of Liability Coverage is \$1,000,000.

Your purchase of any new or replacement tender or dinghy to your yacht is covered and our premium for your new or replacement tender or dinghy is waived.

PROVISIONS AND DUTIES AFTER A LOSS

Notice of Loss: You must notify us or our authorized agent immediately after any loss, damage, accident, or expense that occurs and which may be covered or give rise to a claim under this policy. This notice must be in writing, state all pertinent facts of the incident and include the names and addresses of any witnesses to the incident. In addition, you must notify local authorities if your property has been stolen or vandalized.

Proof of Loss: At our written request, you must submit to us a sworn proof-of-loss document describing, in clear language, the facts and details of the loss.

Legal Action Against You: If a claim or suit is brought against you for any liability which is covered by this policy, you agree to immediately submit to us all legal papers or notices received by you. We will pay the cost of your legal defense and the cost of the suit.

Assistance and Cooperation: Any person presenting a claim to us will:

1. not assume any liability, obligation, or expense, for which we or you may be liable, without our written consent except expenses incurred to protect your property from further loss or damage
2. cooperate with us in all aspects of settling the loss and agree to be examined under oath at our request
3. allow us to examine any of the loss records, including the inventory of damage, and inspect the damaged property prior to repair or disposal
4. allow us access to medical reports and any other relevant medical documents and submit to any physical examinations by our selected physicians, performed at our expense and request.

Abandonment: You will not be permitted to abandon your property to us without our written agreement to accept it.

Our Recovery Rights: If we pay a loss to anyone who has a right to recover from another person, legal entity or vessel, we assume those recovery rights to the limit of our loss payment amount. The person we paid will cooperate with us in our attempt to recover our payment and will refrain from any action which may be interpreted as prejudicing our recovery rights.

Salvage: When a loss payment is made under this policy, we have the right to the amount of recovery or salvage, if any, up to the amount of our loss payment.

Payment of Loss: We will pay for a covered loss no later than 30 days after our receipt of the sworn proof-of-loss and documentation supporting your insurable interest in the property.